

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

BRIDNEY WASHINGTON :
1120 W. Broadway Road, Apt 63 :
Tempe, AZ 85282 :
Plaintiff :
:
v. :
:
:
THE HARTFORD LIFE AND :
ACCIDENT INSURANCE :
COMPANY :
1515 Market Street :
Philadelphia, PA 19102 : NO.:

COMPLAINT

NOW COMES, the Plaintiff, Bridney Washington, by and through her Counsel, Pond, Lehocky, LLP, and hereby complains of the above referenced Defendant, The Hartford Life and Accident Insurance Company, (hereinafter referred to as "The Hartford"), as follows:

I. STATEMENT OF JURISDICTION:

1. Jurisdiction is conferred upon this Honorable Court pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 1332(e). This Honorable Court has jurisdiction over all issues raising a federal question and this instant matter involves a disability policy issued to the Claimant through her Employer, thus it is governed by the Employee Retirement Income Security Act of 1974 (ERISA) 29 U.S.C. § 1011, et seq.

II. FACTS:

2. The Plaintiff, Bridney Washington, is an adult and competent individual with a physical address of 1120 W. Broadway Rd, Apt 63, Tempe, AZ 85282.

3. The Defendant, The Hartford, under information and belief, is a business entity with a principal place of business located at 1515 Market Street, Philadelphia, 19102 with a corporate headquarters 1 Hartford Plaza, Hartford, CT 06155.

4. The Hartford is a business entity, which issues disability insurance policies and administers same, which are governed by the Employee Retirement Insurance Security Act (ERISA), 29 U.S.C. §1011, et seq.

5. On a date certain, The Hartford, administered a plan for long term disability benefits issued to the Claimant through her employer, Kraft Heinz.

6. The policy of insurance aforementioned provided for an employee benefit plan as defined and covered under the terms of ERISA.

7. At all times material and relevant hereto, all policy premiums due on behalf of the Plaintiff under said policy were paid.

8. At all times material and relevant hereto, the Plaintiff performed all obligations required of her under said contract of insurance.

9. At all times material and relevant hereto, the Plaintiff was a qualified participant in the employee benefit plan provided by The Hartford to the Plaintiff's

employer under claim number 30919693.

10. On a date certain, the Plaintiff filed an application for long term disability benefits with The Hartford.

11. By correspondence dated December 8, 2021, The Hartford, denied the Plaintiff's claim for insufficient proof.

12. The Plaintiff filed an administrative appeal and submitted additional medical records. The information provided was sufficient to establish that the Plaintiff is entitled to long term disability benefits.

13. By correspondence dated September 2, 2022, the Hartford denied the Plaintiff's appeal and advised her of her right to bring a civil action under ERISA.

14. The Hartford acted arbitrarily, capriciously, in a manner serving only its own business interest and in direct violation of ERISA when it denied the Plaintiff's claim for disability benefits.

15. The Plaintiff is entitled to disability insurance benefits under the aforementioned policy as he has satisfied through medical evidence that she meets the definition of disability and provided sufficient proof of loss to the Hartford.

16. The Plaintiff is entitled to recover the benefits due to her under the aforementioned insurance policy in accordance with 29 U.S.C. §1132.

17. As a direct and proximate result of the actions of The Hartford as herein above more particularly described, the Plaintiff has been caused to incur attorneys'

fees in an amount not yet known.

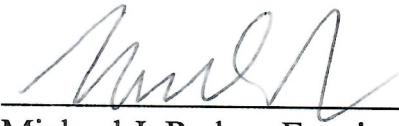
18. As a direct and proximate result of the actions of The Hartford, the Plaintiff has sustained damages in an amount not yet known to the Plaintiff; however, upon information and belief, such damages will approximate the amount of benefits due and owing to the Plaintiff from June 15, 2021 until the present and continuing into the future.

WHEREFORE, the Plaintiff, Bridney Washington, respectfully requests that judgment be entered against The Hartford as follows:

1. Ordering The Hartford to pay to the Plaintiff, Bridney Washington, long term disability insurance benefits from June 15, 2021 to the present and continuing into the future as provided for in the policy of insurance;
2. Awarding the Plaintiff, Bridney Washington, prejudgment interest on the award until the date of judgment;
3. Awarding the Plaintiff's attorney's fees, court costs and other reasonable costs incurred for the prosecution of the instant action;
4. Granting such other and further relief as the Court may deem just and proper.

RESPECTFULLY SUBMITTED,

BY:


Michael J. Parker, Esquire
PA Bar ID No.: 93024

Pond, Lehocky, LLP
One Commerce Square
2005 Market Street
18th Floor
Philadelphia, PA 19103
(215)568-7500
Mparker@PondLehocky.com